

RESOLUTION NO. 92-127

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A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS
FOR ONE CHEVROLET DIAL-A-RIDE STATION WAGON
AND AUTHORIZING THE SALE OF SURPLUS EQUIPMENT

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BE IT RESOLVED, that the Lodi City Council does hereby approve the bid specifications (Exhibit A) for one Chevrolet Dial-A-Ride station wagon; and

BE IT RESOLVED, that the Council hereby authorizes the advertisement for bids for said equipment, to be received Tuesday, August 18, 1992: and

BE IT FURTHER RESOLVED, that the Council hereby authorizes the sale of surplus equipment, station wagon #16, after salvageable parts have been removed, through public auction by consignment to the Modesto auctioneering firm, Roger Ernst and Associates.

Dated: August 5, 1992

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I hereby certify that Resolution No. 92-127 was passed and adopted by the Lodi City Council in a regular meeting held August 5, 1992 by the following vote:

Ayes: Council Members - Hinchman, Pennino, Sieglock, Snider
and Pinkerton (Mayor)

Noes: Council Members - None

Absent: Council Members - None



Alice M. Reimche
City Clerk

92-127

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DIAL-A-RIDE WAGON

SECTION 1
NOTICE INVITING BIDS

CITY OF LODI, CALIFORNIA

The City of Lodi hereby invites sealed proposals for furnishing and delivering one Dial-A-Ride wagon in accordance with this notice and specifications on file and available from the City of Lodi, Public Works Department, Municipal Service Center, 1331 South Ham Lane, Lodi, CA 95242. No bid will be considered unless it is submitted on a proposal form provided by the City of Lodi.

Said sealed proposals shall be delivered to the Purchasing Officer, City of Lodi, 221 West Pine Street, Post Office Box 3006, Lodi, CA 95241, at or before

11:00 a.m., Tuesday, August 18, 1992

and will be publicly opened and read at that time in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California.

The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

CITY OF LODI
Joel E. Harris
Purchasing Officer

BID OPENING

- A. The Purchasing Officer will receive sealed bids at Lodi City Hall, 221 West Pine Street, Lodi, California, 95240, until the time for opening bids as noted in the "Notice Inviting Bids". Bidders or their authorized representatives are invited to be present.
- B. The proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover, plainly marked as a proposal and identifying the equipment to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Only proposals actually received by the Purchasing Officer by the time set for the bid opening will be accepted.

PROPOSAL FORM

- A. Prospective bidders are furnished with one proposal form included in the specifications.
- B. The proposal must be signed with the full name and address of the bidder, by an authorized representative of the company.
- C. The purchaser reserves the right to accept other than the lowest bid or to reject any or all bids.

BIDDERS RESPONSIBILITY FOR SUBCONTRACTORS

Bidder shall be fully responsible for all work of subcontractors, and shall be liable for any failure or omissions to comply with the specifications for this equipment.

REJECTION OF PROPOSALS

Bids may be rejected if they show any alterations of proposal form, additions not called for, or alternative bids not properly documented. Bids proposing equipment with which the City has no prior in-service experience may be rejected. Erasures or irregularities of any kind may also be cause for rejection.

AWARD OF BID

- A. The award of the bid, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements described herein.
- B. Where alternate bids are received, the City Council reserves the right to select the bid most advantageous to the City. The award, if made, will be made within thirty days after the opening of the bids.
- C. In case of tie bids, the tie will be broken by a coin toss, conducted by the City Purchasing Officer. The bidders will be notified and may be present.

DELIVERY

Delivery time will be part of the bid evaluation, and delivery time shall be clearly indicated on the proposal. Delivery is required not more than thirty (30) calendar days following award of bid to the Municipal Service Center, 1331 South Ham Lane, Lodi, California 95242. Truck delivery shall be made only during normal working hours, 8:00 a.m. - 4:00 p.m., Monday through Friday.

PRICES

All quoted prices shall be current and firm for at least thirty days after date of bid opening. Prices to be F.O.B. Lodi, California.

SALES AND USE TAXES

All quotations submitted shall include 7.75% California sales tax.

PAYMENTS

- A. Invoices shall indicate sales tax as a separate item apart from the cost of F.O.B. point of delivery. Purchaser's item description and order number shall appear on all invoices. All invoices shall be rendered in duplicate.
- B. Full payment by the purchaser shall not release supplier of his responsibility to fully carry out his bid obligations nor be construed by supplier as acceptance of the work hereunder by purchaser.

GUARANTEES

- A. In addition to any or all guarantees mentioned elsewhere herein, the supplier shall replace entirely at his own expense, including freight, any faulty equipment, within a period of at least one year after the equipment has been accepted by the purchaser.

PURCHASES

- A. This transaction will be covered by the City of Lodi purchase order, and all terms included in Information to Bidders, Proposal and Specifications will be binding.

CITY OF LODI, CALIFORNIA

Date: July, 1992

TO: The Lodi City Council
Lodi City Hall
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

The undersigned, as bidder, declares to have carefully examined the Notice Inviting Bids, Information to Bidders and Specifications filed for furnishing and delivering this equipment, and agrees to be fully informed regarding all of the conditions affecting the equipment to be furnished for the completion of the order, and that the information was secured by personal investigation and research and not from any estimate of a City engineer; and that no claim will be made against the City by reason of estimates, test or representations of any officer or agent of the City; and proposes and agrees if the proposal be accepted, to furnish the City of Lodi the necessary equipment specified in the bid, in the manner and time therein set forth. It has been noted the City of Lodi reserves the right to accept all or part of this bid, to reject any or all bids, or to accept other than the lowest bid.

The item listed below is to be in accordance with the City of Lodi specifications attached hereto. The bidder will submit a detailed list of any and all exceptions taken to these specifications by either listing those exceptions in the space provided on the said specifications attached or, when such space is inadequate, by listing those exceptions on a separate paper by item in the same order of the City's specifications. In the absence of such a list, it will be understood that the bidder's proposal is based on strict conformance to the specifications in all respects. All exceptions taken will be evaluated and determination made on acceptability before the award is made.

If awarded the bid, the undersigned agrees to furnish and deliver the equipment described in the specifications and to take in full payment therefor the following unit and total prices, to-wit:

The undersigned declares that the specifications have been carefully examined for the Dial-A-Ride Wagon, and submits this schedule of prices for its bid.

The undersigned further agrees to be responsible for the work of its subcontractors.

1992 New Chevrolet Caprice Station Wagon	\$ _____
7.75% Sales Tax	\$ _____
TOTAL AMOUNT OF BID	\$ _____
Estimated delivery date	_____
State period of full warranty (calendar days)	_____
Additional warranties	\$ _____
Total amount of bid w/additional warranties	\$ _____

NAME OF BIDDER	_____
DATE	_____
BY	_____
ADDRESS OF BIDDER	_____
TELEPHONE	_____

It is understood and agreed that if this Proposal is accepted the price quoted above is inclusive of sales tax, or similar tax now imposed by Federal, State, or other governmental agency upon the equipment specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no persons or firms other than herein mentioned have any interest in this proposal, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as the office to which such notice of acceptance may be mailed or delivered:

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER () _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATED _____

GENERAL INSTRUCTIONS

All equipment listed as standard by the manufacturer for the model quoted shall be furnished whether or not such equipment is detailed herein. Exception: vendor shall not furnish standard items replaced by specified optional equipment. Only models of latest design and in current production will be accepted. The Dial-A-Ride wagon and all equipment furnished therewith shall be in compliance with all applicable provisions of the California Vehicle Code. The Dial-A-Ride wagon and all equipment furnished therewith shall be in compliance with all provisions of the State of California, Division of Industrial Safety and Cal/OSHA.

The unit shall be delivered completely assembled and ready to operate. Upon delivery, it shall be the supplier's responsibility to provide any evidence necessary that the product fully meets the requirements of this specification. The component parts of the Dial-A-Ride wagon shall be of proper size and design to safely withstand maximum stresses imposed by a capacity load, and the manufacturer's rated loads for axles and bearings must not be exceeded when the Dial-A-Ride wagon is loaded with such capacity loads. Prior to delivery, the Dial-A-Ride wagon must be completely serviced with factory prescribed pre-delivery service. The crankcase, transmission and differential must be filled to factory recommended capacities and have at least five gallons of fuel in the fuel tank. The Dial-A-Ride wagon and all components shall operate conforming to factory intent and in good factory-dealer practice.

The Dial-A-Ride wagon is to be covered by factory 12 month parts and labor warranty. All defects shall be corrected by successful bidder or any factory authorized dealer for that Dial-A-Ride wagon under standard factory warranty. During the warranty period the successful bidder shall bear responsibility and costs for transporting to and from any service or repair facilities.

Bids will be considered only on equipment represented by a reliable California firm, carrying adequate supply of replacement parts in the State. Successful bidder shall furnish, at no charge, one Operator Manual, one Replacement Parts Catalog, and one Shop Repair Overhaul Manual for the Dial-A-Ride wagon that is furnished. Original Dealer's Report of Sale, or Manufacturer's State of Origin, or Bill of Sale and Weight Certificate and Factory Warranty Guarantee must be furnished to the City at the time the Dial-A-Ride wagon is delivered. Final acceptance of the unit for conformance with the specifications will be made only at the Municipal Service Center yard. The apparent silence of this specification or supplemental specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. Any and all

deviations to any of the requirements of this specification shall be stated on the returned bid. Unless so stated by the bidder, the City may, at its discretion, assume that all requirements have been met and may hold the bidder to each and every part of the specification. The manufacturer's name and model number must be shown on the bid in the designated place, however, that information is not sufficient evidence that the bidder is making an exception. If no exception or deviations are shown the Dial-A-Ride wagon will be furnished as specified herein. Bidder shall submit current literature and specifications of equipment bid.

DIAL-A-RIDE WAGON SPECIFICATIONS

ITEM	SPECIFICATIONS	EXCEPTIONS
DESCRIPTION	1992 New Chevrolet Caprice Classic 4-door wagon	
COLOR	Exterior: White only. Interior/Trim: Blue, grey, or tan cloth 55/45 with passenger and driver recliners.	
ENGINE/POWER TRAIN	Gas powered 5.0 liter 4-BBL V-8 GM EFI engine produced in U.S. or Canada with California emission requirements. Four speed automatic transmission with overdrive.	
ACCESSORIES	Preferred equipment group #2 including: rear vinyl (3rd) seat, power windows, power door locks, power tailgate lock, electric speed control with resume, tilt steering wheel, roof rack, deluxe carpeting, body side moldings, intermittent windshield wipers, auxiliary lighting, front and rear carpeted floor mats, twin remote sport mirrors, heavy duty battery, AM/FM stereo radio with cassette, digital clock, power antenna and dual rear speakers.	
OTHER OPTIONS REQUIRED	Electrical rear window defogger; body pin striping; limited slip differential; performance axle; custom wheel covers; 75 R-15 radial white sidewall tires; heavy duty cooling package.	
WARRANTY	Standard 3 year/50,000 mile GM warranty.	